

DEPARTMENTAL INPUT

CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

☒ New Contract
 ☐ OTR
 ☐ Sole Source
 ☐ Bid Waiver
 ☐ Emergency
 Previous Contract/Project No. VA-050711-GARG
☐ Re-Bid
☒ Other - State of Florida
 Requisition No./Project No.: RQET1200010
 LIVING WAGE APPLIES: ☐ YES ☒ NO
 TERM OF CONTRACT 2 YEAR(S) WITH YEAR(S) OTR

Requisition /Project Title: IT Research and Advisory Services - Gartner

Description: To establish a contract for the Miami-Dade Information Technology Department (ITD) to access State of Florida Contract 973-501-12-ACS for IT Research and Advisory Services awarded to Gartner, Inc.

Issuing Department: ETSD
 Contact Person: Margaret Brown
Phone: 305 375-4914
Estimate Cost: \$130,000
 GENERAL FEDERAL OTHER
Funding Source: Int Serv Fund

ANALYSIS

Commodity Codes: 918-29			
Contract/Project History of previous purchases three (3) years Check here <input type="checkbox"/> if this is a new contract/purchase with no previous history.			
	EXISTING	2ND YEAR	3RD YEAR
Contractor:	Gartner, Inc.		
Small Business Enterprise:			
Contract Value:			
Comments: :			

Continued on another page (s): ☐ YES ☒ NO

RECOMMENDATIONS

	Set-aside	Sub-contractor goal	Bid preference	Selection factor
SBE				

Basis of recommendation:

Signed: Margaret Brown	Date sent to DBD: July 2, 2012
	Date returned to DPM: <u> </u>

RECEIVED
 P.T. BUSINESS DEV.
 12 JUL -2 PM 3:41

SUMMARY

Action: Accessing State of Florida Contract No. 973-501-12-ACS

Title: IT Research and Advisory Services - Gartner

Requisition: RQET1200010

Committee/Committee Date: N/A

* DPM internal Processing due date:

Projected BCC Date: N/A

Purpose of the Acquisition: To establish a contract for the Miami-Dade Information Technology Department (ITD) to access State of Florida Contract 973-501-12-ACS for IT Research and Advisory Services awarded to Gartner, Inc.

Recommended Contractor: Gartner, Inc.

Contract Term: Two years

Contract Amount: \$130,000.00

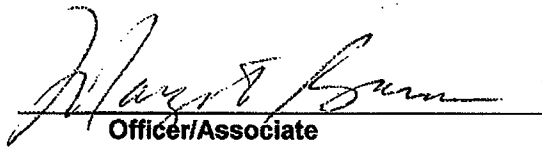
BCC Approval to Advertise Date: N/A

Background: The State of Florida (SOF) recently awarded Contract 973-501-12-ACS through an Alternate Contract Source Agreement under the authority of the Virginia Information Technologies Agency (VITA) term contract No. VA-120501-GARG, competitively bid and awarded to Gartner, Inc. for IT Research & Advisory Services. The service provides clients with access to research and advice about information technology and the functional responsibilities of specific IT roles as well as the option of inquiry with Gartner Analysts. Gartner provides advisory services for the most senior-level IT executives and CIOs of complex organizations whose business model is heavily reliant on IT. Miami-Dade Information Technology Department (ITD) wishes to access the SOF contract to procure the Gartner for IT Leaders Advisor Workgroup Cross Function Services subscription.

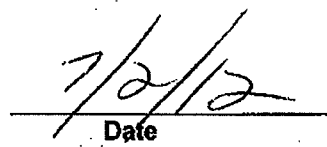
Market Research: The market did not identify too many firms that provided this service. Other than Gartner, two other firms were found (Norex & Grant Thornton) that provided services close to Gartner, but not the exact setup. For instance, instead of inquiring with the analysts as Gartner does, Norex links members with other IT professionals for information. Grant Thornton serves a broader range of industries, whereas Gartner's main target is IT and the public sector. In fact, most of the state contracts found were all awarded to Gartner. Along with Virginia and Florida, other states with awarded contracts to Gartner were Connecticut, Michigan, Alabama, Ohio and Tennessee. Ohio utilizes both Gartner and Norex.

Savings: Market Research indicates utilization of this contract to be more cost effective with a savings of approximately \$2,167.00 per each advisory seat. The contract fared very well with savings from 7.1% compared to other government contracts for the products and services covered.

Recommendation: Utilizing this contract gives ITD leadership access to comprehensive database of key spending and staffing metrics as well as consulting services to compare the County's key, high-level IT cost and staffing metrics with comparable organizations. Accessing the SOF contract gives the County both access to a value operating tool and cooperative savings.



Officer/Associate



Date



SECTION # 4
AWARD OF OTHER GOVERNMENT AGENCY CONTRACT

CONTRACT #: 973-501-12-ACS

BCC DATE: N/A

TITLE:	IT Research and Advisory Services - Gartner
DESCRIPTION:	Authorization is requested to access this competitively awarded contract for Gartner IT Research and Advisory Services
PURPOSE:	We need to purchase advisory services from Gartner as detailed in the attached quote.

GOVERNMENT AGENCY: ☐ Federal ☐ State ☒ Other: WSCA

Department(s):	Allocation(s):	Department(s):	Allocation(s):
*ITD	\$130,000.00 (two years)	*	\$

Term of Contract ☐ One ☒ Two ☐ Three ☒ Four ☐ Five *Year(s)
: ☐ _____ Month(s)
☐ Period * From 08/01/2012 through 05/09/2014

☐ Upon Completion * From _____ to _____
☐ Upon Delivery * _____ Days A.R.O. (after Receipt of Order)

Review Committee Date: _____ **Item #:** _____

UAP Included:	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<ul style="list-style-type: none">• Will CITT Funds be used? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO• Will Federal Funds be used? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO• If UAP is not included, Attach written approval to waive UAP and provide an explanation in the "Comments" section
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Vendor: Gartner, Inc.	
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Contract Value: \$ 130,000.00 for 2 Year(s) * Month(s)

Justification:	<p>Authorization is requested to access this competitively awarded contract to allow ITD to purchase Gartner Consulting Services.</p> <p>This contract was awarded by the State of Florida on 6/07/2012, as detailed in the documents attached.</p> <p>Gartner provides advisory services for the most senior-level IT executives (CIOs) of complex organizations whose business model is heavily reliant on IT. Senior ITD staff as well as the CIO have utilized Gartner's advisory services for many years and it is of utmost important to renew their services.</p> <p>Gartner's advisory services includes access to their comprehensive database of key spending and staffing metrics as well as consulting services to compare the county's key, high-level IT cost and staffing</p>
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SECTION # 4
AWARD OF OTHER GOVERNMENT AGENCY CONTRACT

metrics with comparable organizations. No other company provides equivalent services. Specifically, the services included in the subscription services for IT Leaders we need include:

- Un-limited access to Gartner Core Research & role-specific research
- Un-limited access to 785 Analysts (30 minute phone inquiry sessions)
- (1) Summit Conference Ticket
- Un-limited Document Reviews (up to 20 pages maximum) – example – RFP's, vendor contracts, business strategies, policies, Executive presentations
- Hundreds of role-specific toolkits, templates, RFP's, job descriptions, TCO models & case studies
- Peer Connect (SR IT decision makers) – 10,000+ opt-in members, and growing on gartner.com
- Un-limited Webinars
- Talking Technology Series
- Weekly Picks & News Analysis
- IT Budget Planning Tool
- IT Score – online maturity assessments with report output of rating & areas to focus on for continuous improvement as an enterprise or in different functional areas of the business
- IT Key Metrics Data - Rapidly identify trends in IT spending and staffing, unit costs and performance measures across critical IT domains. *110 report sections *2,000 published IT metrics from 23,000 data points
 - Key Metrics Report for State & Local Government

Authorization is also requested to include contract extensions exercised by the State of Florida. Should an extension be exercised by the State of Florida, the departments will be allocated a prorated figure per year equal to the extension period.

Potential Issues: None

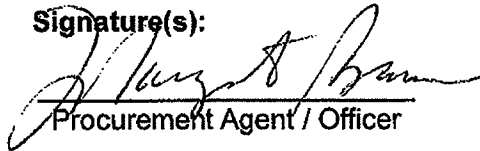
Comments: We need this item awarded as soon as possible so that the services can become effective on 7/1/2012.

Complete contract documents can be found here:
http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contracts_agreements_and_price_lists/alternate_contract_source/it_research_and_advisory_services

Market Research indicates utilization of this contract to be more cost effective with a savings of approximately \$2,167.00 per each advisory seat. In market research conducted by ITD, the contract fared very well with savings from 7.1% compared to other government contracts for the products and services covered.

SECTION # 4
AWARD OF OTHER GOVERNMENT AGENCY CONTRACT

Signature(s):


Procurement Agent / Officer


Date

IT Unit Manager

Date

Technical Services Division
Director

Date

DPM Director

Date

Vendor Assistance Section

Release Date



Commonwealth of Virginia
Virginia Information Technologies Agency

IT RESEARCH & ADVISORY SERVICES

Optional Use Contract

Date: May 9, 2012

Contract #: VA-120501-GARG

Authorized User: All public bodies, including VITA, as defined by §2.2-4301 and referenced by §2.2-4304 of the *Code of Virginia*

Contractor: THE GARTNER GROUP
6401 81st Street
Cabin John, MD 20818

FIN: 04-3099750

Contact Person: Christina Swanwick
Office: 703-258-5934
E-mail: Christina.Swanwick@gartner.com

Delivery: Per Purchase Order

FOB: Destination

Term: May 1, 2012 – April 30, 2014

Payment: Net 30 days

For Additional Contract Information, Please Contact:

Supply Chain Management
Virginia Information Technologies Agency

Jimmy MacKenzie
Phone: 804-416-6247
Email: james.mackenzie@vita.virginia.gov
Fax: 804-416-6361

NOTES: Individual Commonwealth of Virginia employees are not authorized to purchase equipment or services for their personal use from this Contract.

For updates, please visit our Website at <http://www.vita.virginia.gov/procurement/contracts.cfm>

CONTRACT #VA-120501-GARG
EXTRACT CHANGE LOG

[illegible]



Information Technology Services Contract

between

The Virginia Information Technologies Agency

on behalf of

The Commonwealth of Virginia

and

Gartner, Inc.

INFORMATION TECHNOLOGY SERVICES CONTRACT TABLE OF CONTENTS

1. PURPOSE AND SCOPE	4
2. DEFINITIONS	4
A. Acceptance	4
B. Agent	4
C. Authorized Users	4
D. Confidential Information	4
E. Deliverable	4
F. Party	4
G. Requirements	4
H. Service	4
I. Statement of Work (SOW)	5
J. Supplier	5
K. Work Product	5
3. TERM AND TERMINATION	5
A. Contract Term	5
B. Termination for Convenience	5
C. Termination for Breach or Default	5
D. Termination for Non-Appropriation of Funds	6
E. Effect of Termination	6
F. Transition of Services	6
G. Contract Kick-Off Meeting	6
H. Contract Closeout	6
4. SERVICES	7
A. Nature of Services and Engagement	7
B. Statement of Work (SOW)	7
C. Change Orders	7
D. Acceptance	7
E. Cure Period	8
5. RIGHTS TO WORK PRODUCT	8
A. Work Product	8
6. SUPPLIER PERSONNEL	9
A. Selection and Management of Supplier Personnel	9
B. Supplier Personnel Supervision	9
C. Key Personnel	9
D. Subcontractors	10
7. GENERAL WARRANTY	10
A. Ownership	10
B. Supplier's Viability	10
C. Supplier's Past Experience	10
D. Performance	10
E. Malicious Code	10
F. Limited Warranty Period and Remedy	10
8. TRAINING AND DOCUMENTATION	11
9. ORDERS AND COMPENSATION	11
A. Request for Quote	11
B. Order	11
C. Purchase Price and Price Protection	12
D. Invoice Procedures	12
E. Purchase Payment Terms	12
F. Reimbursement of Expenses	13

10. REPORTING	13
11. STEERING COMMITTEE	13
12. COMPETITIVE PRICING	14
13. CONFIDENTIALITY	14
A. Treatment and Protection	14
B. Exclusions	14
C. Return or Destruction	14
D. Confidentiality Statement	15
14. INDEMNIFICATION AND LIABILITY	15
A. Indemnification	15
B. Liability	15
15. INSURANCE	16
16. SECURITY COMPLIANCE	16
17. IMPORT/EXPORT	17
18. GENERAL PROVISIONS	17
A. Relationship Between VITA and Authorized User and Supplier	17
B. Incorporated Contractual Provisions	17
C. Compliance with the Federal Lobbying Act	17
D. Governing Law	17
E. Dispute Resolution	18
F. Advertising and Use of Proprietary Marks	18
G. Notices	18
H. No Waiver	18
I. Assignment	19
J. Captions	19
K. Severability	19
L. Survival	19
M. Force Majeure	19
N. Remedies	19
O. Right to Audit	19
P. Offers of Employment	20
Q. Contract Administration	20
R. Entire Contract	20

INFORMATION TECHNOLOGY SERVICES CONTRACT

THIS INFORMATION TECHNOLOGY SERVICES CONTRACT ("Contract") is entered into by and between the Virginia Information Technologies Agency (VITA) pursuant to §2.2-2012 of the Code of Virginia and on behalf of the Commonwealth of Virginia (hereinafter referred to as "VITA"), and Gartner, Inc. ("Supplier"), a corporation headquartered at 56 Top Gallant Road, Stamford, CT 06904 to be effective as of May 1, 2012 ("Effective Date").

1. PURPOSE AND SCOPE

This Contract sets forth the terms and conditions under which Supplier shall provide Information Technology Research and Advisory services ("Services") to the Authorized Users.

2. DEFINITIONS

A. Acceptance

Successful performance of the Services at the location designated in the applicable Statement of Work, or completed and successful Acceptance testing in conformance with the Requirements as determined by the Authorized User in the applicable Statement of Work.

B. Agent

Any third party independent agent of any Authorized User.

C. Authorized Users

All public bodies, including VITA, as defined by §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia.

D. Confidential Information

Any confidential or proprietary information of a Party that is disclosed in any manner, including oral or written, graphic, machine readable or other tangible form, to any other Party in connection with or as a result of discussions related to this Contract or any order or SOW issued hereunder, and which at the time of disclosure either (i) is marked as being "Confidential" or "Proprietary", (ii) is otherwise reasonably identifiable as the confidential or proprietary information of the disclosing Party, or (iii) under the circumstances of disclosure should reasonably be considered as confidential or proprietary information of the disclosing Party.

E. Deliverable

The tangible embodiment of the Services, including the development or creation of Work Product, performed or provided by Supplier as identified in the applicable Statement of Work.

F. Party

Supplier, VITA, or any Authorized User.

G. Requirements

The functional, performance, operational, compatibility, Acceptance testing criteria and other parameters and characteristics of the Service(s) and Deliverables as set forth in Exhibit A and the applicable Statement of Work and such other parameters, characteristics, or performance standards that may be agreed upon in writing by the Parties.

H. Service

Any work performed or service provided, including provision to the Authorized User of any Deliverable, by Supplier under this Contract. Service includes the discovery, creation, or development of Work Product, if any.

I. Statement of Work (SOW)

Any document in substantially the form of Exhibit B (describing the deliverables, due dates, assignment duration and payment obligations for a specific project, engagement, or assignment for which Supplier shall be providing Services to an Authorized User), which, upon signing by both Parties, shall be deemed a part of this Contract.

J. Supplier

Means the Supplier and any of its Affiliates (i.e., an entity that controls, is controlled by, or is under common control with Supplier).

K. Work Product

Inventions, combinations, machines, methods, formulae, techniques, processes, improvements, software designs, computer programs, strategies, specific computer-related know-how, data and original works of authorship (collectively, the "Work Product") discovered, created, or developed by Supplier, or jointly by Supplier and an Authorized User(s) in the performance of this Contract. Work Product shall not include configuration of software.

3. TERM AND TERMINATION**A. Contract Term**

This Contract is effective and legally binding as of the Effective Date and, unless terminated as provided for in this section, shall continue to be effective and legally binding for a period of two (2) years. VITA, in its sole discretion, may extend this Contract for up to three (3) additional one (1) year periods after the expiration of the initial two (2) year period. VITA will issue a written notification to the Supplier stating the extension period, not less than thirty (30) days prior to the expiration of any current term. Performance of an order or SOW issued during the term of this Contract may survive the expiration of the term of this Contract, in which case all terms and conditions required for the operation of such order or SOW shall remain in full force and effect until Services pursuant to such order or SOW have met the final Acceptance criteria of the applicable Authorized User.

B. Termination for Convenience

VITA may terminate this Contract, in whole or in part, or any order or SOW issued hereunder, in whole or in part, or an Authorized User may terminate an order or SOW, in whole or in part, upon not less than thirty (30) days prior written notice at any time for any reason.

C. Termination for Breach or Default

VITA shall have the right to terminate this Contract, in whole or in part, or any order or SOW issued hereunder, in whole or in part, or an Authorized User may terminate an order or SOW, in whole or in part, for breach and/or default of Supplier. Supplier shall be deemed in breach and/or default in the event that Supplier fails to meet any material obligation set forth in this Contract or in any order or SOW issued hereunder.

If VITA deems the Supplier to be in breach and/or default, VITA shall provide Supplier with notice of breach and/or default and allow Supplier fifteen (15) days to cure the breach and/or default. If Supplier fails to cure the breach as noted, VITA may immediately terminate this Contract or any order or SOW issued hereunder, in whole or in part. If an Authorized User deems the Supplier to be in breach and/or default of an order or SOW, such Authorized User shall provide Supplier with notice of breach and/or default and allow Supplier fifteen (15) days to cure the breach and/or default. If Supplier fails to cure the breach and/or default as noted, such Authorized User may immediately terminate its order or SOW, in whole or in part. Any such termination shall be deemed a Termination for Breach or a Termination for Default. In addition, if Supplier is found by a court of competent jurisdiction to be in violation of or to have violated 31 USC 1352 or if Supplier becomes a party excluded from Federal Procurement and Nonprocurement Programs, VITA may immediately terminate this Contract, in whole or in part, for breach. VITA shall provide written notice to Supplier of such termination and Supplier shall provide written notice to VITA if



SECTION # 4
AWARD OF OTHER GOVERNMENT AGENCY CONTRACT

CONTRACT #: 973-501-12-ACS

BCC DATE: N/A

TITLE:	IT Research and Advisory Services - Gartner
DESCRIPTION:	Authorization is requested to access this competitively awarded contract for Gartner IT Research and Advisory Services
PURPOSE:	We need to purchase advisory services from Gartner as detailed in the attached quote.

GOVERNMENT AGENCY: ☐ Federal ☐ State ☒ Other: WSCA

Department(s):	Allocation(s):	Department(s):	Allocation(s):
*ITD	\$130,000.00 (two years)	*	\$

Term of Contract ☐ One ☒ Two ☐ Three ☒ Four ☐ Five *Year(s)
: ☐ _____ Month(s)
☐ Period * From 08/01/2012 through 05/09/2014

☐ Upon Completion * From _____ to _____
☐ Upon Delivery * _____ Days A.R.O. (after Receipt of Order)

Review Committee Date: _____ **Item #:** _____

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Contract Value: \$ 130,000.00 for 2 Year(s) * Month(s)

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- IT Budget Planning Tool
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 - Key Metrics Report for State & Local Government

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Potential Issues: None

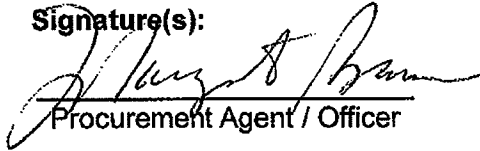
Comments: We need this item awarded as soon as possible so that the services can become effective on 7/1/2012.

Complete contract documents can be found here:
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Market Research indicates utilization of this contract to be more cost effective with a savings of approximately \$2,167.00 per each advisory seat. In market research conducted by ITD, the contract fared very well with savings from 7.1% compared to other government contracts for the products and services covered.

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Signature(s):


Procurement Agent / Officer


Date

IT Unit Manager

Date

Technical Services Division
Director

Date

DPM Director

Date

Vendor Assistance Section

Release Date



Jeannine Ervans
12651 Gateway Boulevard
Fort Myers, Florida 33913

Telephone:
Facsimile:
gartner.com

+1-239-218-6206
+1-800-219-7086

Gartner Service Quote

July 2, 2012

Dale Poster-Ellis
Director, Administrative Services
Miami-Dade County Information Technology Department
5680 SW 87th Ave
Miami, FL 33128

Dear Dale,

Please find enclosed the quote you requested for the Gartner for IT Leaders Advisor Workgroup Cross Function Services.

This quote contains the services and investment amount for Miami-Dade County ITD for the period of August 1st 2012 – July 31st 2013.

Once a purchase order has been issued, please fax or email the PO to my attention at 1 800 219 7086 or Jeannine.ervans@gartner.com

I greatly appreciate your partnership and look forward to working with you and the extended team at ITD to address your IT goals, strategies and initiatives.

If you have any question's about this document please do not hesitate to contact me directly.

Sincerely,

Jeannine Ervans
Sr. Account Executive
Gartner, Florida Local Government

Gartner, Inc.
Tel: +1-239-218-6206
Fax: +1-800-219-7086

E-mail: jeannine.ervans@gartner.com

Please find the investment summary below for Miami-Dade County ITD.

Investment Summary:

Gartner Solution	Investment Period	Investment
Gartner for IT Leaders Advisor Workgroup Cross Function for Margaret Brisbane as Workgroup Advisor and Jose Otero, Lars Schmekel & Dale Poster-Ellis as Workgroup Members	August 1 st 2012 – July 31 st 2013	
State Term Contract 973-501-12-ACS	Total Annual Investment:	\$63,947.15

* All amounts shown will be invoiced on an annual basis, and are exclusive of applicable sales and/or use tax, where applicable. **Gartner's standard payment terms are net receipt of invoice.

<u>Service Name/ Level of Access</u>	<u>Service Description URL</u>
Gartner for IT Leaders Advisor Workgroup Cross Function	http://www.gartner.com/it/sd/sd_itl_advisor_wg_cf.pdf

Please Send the PO to: Jeannine Ervans
FAX: 800-219-7086 or Email: jeannine.ervans@gartner.com

SERVICE DESCRIPTION
Attachment to the Service Agreement
GARTNER FOR IT LEADERS ADVISOR
WORKGROUP CROSS FUNCTION

Gartner for IT Leaders Advisor Workgroup Cross Function (the “Service”) is an expanded version of the Gartner for IT Leaders Advisor offering that enables access to Gartner resources in a workgroup environment. The Service provides Advisor-level access to Gartner Research and Analysts related to specific IT roles.

DELIVERABLES

This Service is accessible by a Gartner for IT Leaders Workgroup Cross Function Advisor (the “Workgroup Cross Function Advisor”) and by his/her direct reports or cross-functional teams (the “Workgroup Cross Function Members”), as set forth in the Service Agreement. Collectively, the Workgroup Cross Function Advisor and his/her Workgroup Cross Function Members are “Licensed Users.”

(1) Workgroup Cross Function Advisor Deliverables

- Gartner Core IT Research
- Cross Function-Specific IT Research
- Benchmarking Analytics: IT Key Metrics Data
- Diagnostic Tools, Templates, and Case Studies
- Selected Vendor Reports
- Weekly Picks and News Analysis
- Webinars featuring Gartner Analysts
- Peer Networking
- Talking Technology Series
- Analyst Inquiry
- Summit Event Ticket

(2) Workgroup Cross Function Member Deliverables

- All **Workgroup Cross Function Advisor Deliverables** set forth above, with the following exceptions:
 1. Workgroup Cross Function Members may participate in Analyst Inquiry provided their Workgroup Cross Function Advisor schedules and facilitates the Inquiry session.
 2. Summit Event Ticket is not included.

ADDITIONAL TERMS & CONDITIONS

The Workgroup Cross Function Advisor (not the Workgroup Cross Function Members) may, on an occasional and infrequent basis, forward copies of individual research documents, not to exceed ten (10) separate documents per Workgroup per contract year, to specific individuals within the Client organization, provided that such forwarding may not be done in a manner that has the intent or effect of avoiding the purchase of additional User licenses.

The Summit Event Ticket provides admission to one (1) Gartner Summit Conference. In addition, a Summit Ticket may be used to register for a Catalyst Event. Tickets are transferable within the Client organization but may not be transferred to another company. A Ticket may not be used for attendance at a Supply Chain Executive Conference, Gartner Seminars or Gartner CIO Leadership Forum.

Your purchase and use of a Ticket(s) is subject to and governed by the online registration terms and conditions at <http://www.gartner.com/technology/about/policies/events-terms.jsp>.

Unless otherwise provided above, use of this Service is governed by the Usage Guidelines for Gartner Services, which are accessible on the Policies section of gartner.com.

ALTERNATE CONTRACT SOURCE
Under authority of
VITA Contract No. VA-120501-GARG
Between the Department and Gartner, Inc.
Department of Management Services ACS# 973-501-12-ACS
IT Research & Advisory Services

THIS ALTERNATE CONTRACT SOURCE ("Alternate Contract Source") is made and entered into as of the date last set forth below by and between the State of Florida, Department of Management Services ("Department") and Gartner, Inc. ("Contractor").

The Department is authorized by section 287.042(16), Florida Statutes, to evaluate contracts and, when determined in writing to be cost-effective and in the best interest of the State of Florida, to enter into an agreement authorizing all Eligible Users (as that phrase is defined in Rule 60A-1.005, Florida Administrative Code) to make purchases from such contracts.

WHEREAS, the Virginia Information Technologies Agency (VITA) and the Contractor are parties to VITA Term Contract No. VA-120501-GARG, under which all Eligible Users within the State of Florida may purchase products or services from Contractor; and

THEREFORE, in consideration of the promises contained below and good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Upon execution of this Alternate Contract Source by both Department and Contractor, the Department may purchase products and services under VITA Term Contract No. VA-120501-GARG, subject to the terms and conditions of VITA Term Contract No. VA-120501-GARG.

2. The Department acknowledges and agrees to be bound by the terms and conditions of VITA Term Contract No. VA-120501-GARG, which are specifically incorporated herein by reference, except as otherwise specified in this Alternate Contract Source.

3. The Department hereby grants all Eligible Users permission to make purchases under VITA Term Contract No. VA-120501-GARG "IT Research & Advisory Services" subject to the terms contained in this Alternate Contract Source.

4. Changes/Additions to VITA Term Contract No. VA-120501-GARG Conditions

4a) Prices: The Price Sheet set forth at Attachment B "2012 State of Florida Price List" hereto shall apply to this Alternate Contract Source.

The Department and Contractor agree that pricing for IT Research & Advisory Services shall be based upon and in accordance with Gartner's then current General Services Administration (GSA) Group 70 IT Schedule, plus one percent (1%).

For Contractor services that do not appear on GSA Schedule 70, the Department's pricing will be based upon Gartner State and Local Government pricing, plus one percent (1%).

4b) PUR 1000 Form: The Department Purchasing Form PUR 1000 is hereby incorporated into and made part of the Alternate Contract Source as "Attachment A." If there is a conflict between the

terms and conditions provided in this Alternate Contract Source and the PUR 1000, the terms provided in the Alternate Contract Source shall control.

4c) Effective Date: The Alternate Contract Source shall become effective on the last date signed below and shall remain effective as long as VITA Term Contract No. VA-120501-GARG is in effect, including VITA Term Contract No. VA-120501-GARG being extended and/or renewed, unless terminated earlier pursuant to Florida law or as provided in the Alternate Contract Source or the PUR 1000. Therefore, as is within the control of the parties, the parties agree that the term of this Alternate Contract Source will continue for its stated term, whether as part of an extension or renewal of the current Alternate Contract Source.

The Alternate Contract Source is hereby coterminous with VITA Term Contract No. VA-120501-GARG, IT Research & Advisory Services.

4d) Orders: In order to procure products and services hereunder, buyers shall issue purchase orders or use a credit card, either of which will reference this Alternate Contract Source. Buyers are responsible for reviewing the terms and conditions of this Alternate Contract Source and VITA Term Contract No. VA-120501-GARG referenced above. Neither the Department nor VITA are a party to any purchase order issued hereunder.

4e) Compliance with Laws: The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, Chapter 287 of the Florida Statutes and Chapter 60A-1 of the Florida Administrative Code govern the Alternate Contract Source. By way of further non-exhaustive example, the Contractor shall comply with section 247A(e) of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of such laws shall be grounds for Alternate Contract Source termination.

4f) Other Eligible Users: If any additional ordinance, rule, or other local governmental authority requires additional contract language before an Other Eligible User can make a purchase from the Alternate Contract Source referenced above, in lieu of this Alternate Contract Source, the Eligible User is responsible for signing a separate Alternate Contract Source with the Contractor.

4g) Consulting Services: In accordance with section 287.056(1), Florida Statutes, state agencies are required to procure consulting services from existing state term contracts and any other state term contracts established after the execution of this agreement. Other Eligible Users are authorized under this Alternate Contract Source to purchase the hourly consulting rates listed in Attachment B.

4h) Provisions of 287.058, Florida Statutes: The provisions of section 287.058(1)(a)-(i), Florida Statutes, are hereby incorporated by reference.

4i) Appropriation of Funds: The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. The Contractor shall comply with section 11.062, Florida Statutes, and section 216.347, Florida Statutes, prohibiting use of funds to lobby the Legislature, Judiciary, or State agencies.

5. Primary Contact:

The primary contact for the State of Florida for this Alternate Contract Source is as follows:

Name: Cheryl Walters, Contract Manager
Agency: Department of Management Services, Division of State Purchasing
Address: 4050 Esplanade Way, Suite 360, Tallahassee, FL 32399-0950
Telephone: (850) 410-0978
Fax: (850) 414-6122
E-mail: Cheryl.Walters@dms.MyFlorida.com

The primary contact for the Contractor for this Alternate Contract Source is as follows:

Name: Vanessa Tyler
Company: Gartner, inc.
Address: 3686 Longfellow Road Tallahassee, FL 32311
Telephone: 850-656-9585
Fax: 800-219-7086
E-mail: vanessa.tyler@gartner.com

6. Contract Number:

All purchase orders issued by purchasing entities within the State of Florida shall include Department of Management Services ACS # 973-501-12-ACS, unless otherwise provided by Florida Law, statute, rule or this Alternate Contract Source. The Department will not implement any additional restrictions on any Eligible User to purchase off this Alternate Contract Source. State agencies will not be required to submit a PUR 7102, Alternate Contract Source form, for purchases related to this Alternate Contract Source.

7. Contract Document:

This Alternate Contract Source, its attachment(s), and VITA Term Contract No. VA-120501-GARG, set forth the entire Alternate Contract Source between the parties with respect to the subject matter of this Alternate Contract Source. Terms and conditions inconsistent with, or in addition to, the terms and conditions of this Alternate Contract Source and associated Attachments, shall not be added to this Alternate Contract Source, by any subsequent purchase order or otherwise and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Alternate Contract Source and its attachments shall prevail and govern in the case of any such inconsistent or additional terms.

8. Event of Dispute:

This Alternate Contract Source, its attachment(s), and VITA Term Contract No. VA-120501-GARG set forth the entire understanding of the parties. In the case of an ambiguity which requires extrinsic evidence to determine the intent of the parties, the following documents shall have priority in the order set forth below:

- i. The Alternate Contract Source, any attachments, and any amendments
- ii. VITA Term Contract No. VA-120501-GARG

9. Intellectual Property:

The parties do not anticipate that any intellectual property will be developed as a result of this Alternate Contract Source. However, any intellectual property developed as a result of this Alternate Contract Source will belong to and be the sole property of the Eligible User. This provision will survive the termination or expiration of the Alternate Contract Source.

10. Employment Eligibility Verification:

Pursuant to State of Florida Executive Orders Nos.: 11-02 and 11-116, Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Contractor during the Alternate Contract Source term. Also, Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the state Alternate Contract Source utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the Alternate Contract Source term.

11. Preferred Pricing:

The Contractor agrees to submit to the Department, at least annually, an affidavit from an authorized representative attesting that the Contractor is in compliance with the preferred pricing provision in Section 4(b) of form PUR 1000.

12. Scrutinized Company List:

In executing this Alternate Contract Source, Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. Pursuant to section 287.135(5), Florida Statutes, Contractor agrees the Department may immediately terminate this Alternate Contract Source for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the Alternate Contract Source.

13. Electronic Invoicing:

The Contractor shall supply electronic invoices in lieu of paper-based invoices for those transactions processed through the MFMP. Contractor agrees, upon the Department's request, to establish electronic invoicing within ninety (90) days of written request. Electronic invoices shall be submitted to the agency through the Ariba Supplier Network (ASN) in one of three mechanisms as listed below:

- **cXML (commerce eXtensible Markup Language)**

This standard establishes the data contents required for invoicing via cXML within the context of an electronic environment. This transaction set can be used for invoicing via the ASN for catalog and non-catalog goods and services. *The cXML format is the Ariba preferred method for eInvoicing.*

- **EDI (Electronic Data Interchange)**

This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the ASN for catalog and non-catalog goods and services.

- **PO Flip via ASN**

The online process allows suppliers to submit invoices via the ASN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their Inbox in their ASN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

For the purposes of this section, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third party provider of MFMP, a state contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within the system the information outlined above. In addition, the Contractor warrants and represents that it is

authorized and empowered to and hereby grants the State and the third party provider the right and license to reproduce and display within the system the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Alternate Contract Source.

The Contractor will work with the MFMP management team to obtain specific requirements for the electronic invoicing upon contract award.

14. Reporting Requirements:

Contractor shall submit a sales report on a Quarterly basis. Reporting periods coincide with the State Fiscal Year:

- Quarter 1- (July-September)
- Quarter 2 - (October-December)
- Quarter 3 - (January-March)
- Quarter 4 - (April-June)

Each Quarterly Sales Report must be in Excel format and shall include:

- Contractor's Name and contact information as required on the Department of Management Services "Contract Quarterly Report"
- Detail of time period covered by included data
- Total sales including detail of list price and contract price
- Transaction detail will include:

Job Number / Invoice Number	Job / agreement / order number
Service Name	Given name of service
Category	Description of the service category
Subcategory	Description of the service subcategory (if applicable)
Service Description	Additional detail for service
Customer Name	State Agencies, Universities, Political Subdivisions, Other Eligible Users
NIGP Code	National Institute of Government Procurement code
Florida Commodity Code	Florida Commodity Code
UOM	Unit of Measure
UOM Desc	Description of unit of measure
Staff Qty	Number of staff assigned to this order / job (if applicable)
Billable Hours	Number of hours completed by staff assigned to this order / job (if applicable)
Order Date	Order date
Start Date	Start date of service
End Date	End date of customer's order / job
Payment Type	Purchase Order, Payment Card, Other
Contract Rate X	Contracted price with state for service X
Contract Billable	Number of hours at rate X (if applicable)

Hours X	
Negotiated Price	A price reached at a rate other than the contract rate

Failure to provide quarterly and annual sales reports, including no sales, within thirty (30) calendar days following the end of each quarter (January, April, July and October) and/or contract year may result in the Contractor being found in default and cancellation of the Alternate Contract Source by the Department. Upon request, the Contractor shall report to the Department, spend with certified and other minority business enterprises. Reports must include the period covered, the name, minority code and Federal Employer Identification Number of each minority vendor utilized during the period, commodities and services provided by the minority business enterprise, and the amount paid to each minority vendor on behalf of each purchasing agency ordering under the terms of this contract. Initiation and submission of the Contract Sales Summaries are to be the responsibility of the Contractor without prompting or notification by the Contract Manager. The Contractor will submit the completed Contract Sales Summary forms by email to the Contract Manager.

15. Warrant of Authority:

Each person signing this Alternate Contract Source warrants that he or she is duly authorized to do so and to bind the respective party.

IN WITNESS WHEREOF, the parties have executed this Alternate Contract Source as of last date signed by the parties below.

**State of Florida,
Department of Management Services:**

By: Kelly Loll

Name: Kelly Loll, C.P.M.

Chief Procurement Officer &

Title: Director of State Purchasing

Date: 6/7/12

Gartner, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Approved as to form and legality

By: Butterfield
Office of the General Counsel
Department of Management Services

6/7/12
Date

Enclosure: Attachment A, PUR 1000 Form
Attachment B, 2012 State of Florida Price List

Attachment A
State of Florida — PUR 1000
General Contract Conditions

Contents

1. Definitions.
2. Purchase Orders.
3. Product Version.
4. Price Changes Applicable only to Term Contracts.
5. Additional Quantities.
6. Packaging.
7. Manufacturer's Name and Approved Equivalents.
8. Inspection at Contractor's Site.
9. Safety Standards.
10. Americans with Disabilities Act.
11. Literature.
12. Transportation and Delivery.
13. Installation.
14. Risk of Loss.
15. Transaction Fee.
16. Invoicing and Payment.
17. Taxes.
18. Governmental Restrictions.
19. Lobbying and Integrity.
20. Indemnification.
21. Limitation of Liability.
22. Suspension of Work.
23. Termination for Convenience.
24. Termination for Cause.
25. Force Majeure, Notice of Delay, and No Damages for Delay.
26. Scope Changes.
27. Renewal.
28. Advertising.
29. Assignment.
30. Dispute Resolution.
31. Employees, Subcontractors, and Agents.
32. Security and Confidentiality.
33. Independent Contractor Status of Contractor.
34. Insurance Requirements.
35. Warranty of Authority.
36. Warranty of Ability to Perform.
37. Notices.
38. Leases and Installment Purchases.
39. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).
40. Products Available from the Blind or Other Handicapped.
41. Modification of Terms.
42. Cooperative Purchasing.
43. Waiver.
44. Annual Appropriations.
45. Execution in Counterparts.
46. Severability.

1. Definitions. The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

(a) "Contract" means the legally enforceable Alternate Contract Source that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.

(b) "Customer" means the State agency or other entity that will order products directly from the Contractor under the Contract.

(c) "Product" means any deliverable under the Contract, which may include commodities, services, technology or software.

(d) "Purchase order" means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, or other authorized means).

2. Purchase Orders. A Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.

3. Product Version. Purchase orders shall be deemed to reference a manufacturer's most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

4. Price Changes Applicable only to Term Contracts. If this is a term contract for commodities or services, the following provisions apply.

(a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.

(b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.

(c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

(d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.

(e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to

causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

5. Additional Quantities. For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.

6. Packaging. Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

7. Manufacturer's Name and Approved Equivalents. Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Customer's prior approval, the Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Customer shall determine in its sole discretion whether a product is acceptable as an equivalent.

8. Inspection at Contractor's Site. The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

9. Safety Standards. All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

10. Americans with Disabilities Act. Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

11. Literature. Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

12. Transportation and Delivery. Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.

13. Installation. Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is

required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

14. Risk of Loss. Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

15. Transaction Fee. The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering repurchase costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES SHALL BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**

16. Invoicing and Payment. Invoices shall contain the Contract number, purchase order number, and the appropriate vendor identification number. The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms - EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

17. Taxes. The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer on a purchase order or other special contract condition.

18. Governmental Restrictions. If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

19. Lobbying and Integrity. Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dls.state.fl.us/barm/genschedules/gensched.htm>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

20. Indemnification. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

21. Limitation of Liability. For all claims against the Contractor under any individual purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

22. Suspension of Work. The Customer may in its sole discretion suspend any or all activities under the Contract, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract. Suspension of work shall not entitle the Contractor to any additional compensation.

23. Termination for Convenience. The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

24. Termination for Cause. The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

25. Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE**

CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

26. Scope Changes. The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.

27. Renewal. Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

28. Advertising. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

29. Assignment. The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer; provided, the Contractor assigns to the State any and all claims it has with respect to the Contract under the antitrust laws of the United States and the State. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.

30. Dispute Resolution. Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within ten (10) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

31. Employees, Subcontractors, and Agents. All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

32. Security and Confidentiality. The Contractor shall comply fully with all security procedures of the State and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

33. Contractor Employees, Subcontractors, and Other Agents. The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

34. Insurance Requirements. During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

35. Warranty of Authority. Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

36. Warranty of Ability to Perform. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

37. Notices. All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

38. Leases and Installment Purchases. Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

39. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.

40. Products Available from the Blind or Other Handicapped. Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

41. Modification of Terms. The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

42. Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser. State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

43. Waiver. The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

44. Annual Appropriations. The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

45. Execution in Counterparts. The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

46. Severability. If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

Attachment B – 2012 State of Florida Price List

SCHEDULE OF PRICES FOR FEB 2012 to JAN 2013

<u>EXHIBIT C - Research and Advisory Services</u>	<u>Gartner Product Status - Florida</u>	<u>Florida Feb 2012 - Jan 2013 Price</u>
SECTION 1 - Current Contract/Price List		
LEGACY CORE RESEARCH		
Legacy Client Core Research Advisor 1-9 seats	Renewal ONLY	\$19,645
Legacy Client Core Research Advisor 10-24 seats	Renewal ONLY	\$10,928
Legacy Client Core Research Advisor 25 +	Renewal ONLY	\$9,312
Legacy Client Core Research Reference 1-9 seats	Renewal ONLY	\$11,655
Legacy Client Core Research Reference 10-24 seats	Renewal ONLY	\$8,726
Legacy Client Core Research Reference 25 +	Renewal ONLY	\$6,111
Core Research Inquiry Access 5 Instances	Active	\$6,767
Core Research Inquiry Access 10 Instances	Active	\$13,534
CORE CONNECT		
Gartner Core Connect Advisor single-member	Active	\$28,048
Gartner Core Connect Advisor multi-member	Active	\$20,614
Gartner Core Connect Reference single-member	Active	\$18,049
Gartner Core Connect Reference multi-member	Active	\$10,494
Legacy Client Core Research Advisor Conversion to Core Connect Advisor 1-9 seats	Renewal ONLY	\$20,614
Legacy Client Core Research Advisor Conversion to Core Connect Advisor 10-24 seats	Renewal ONLY	\$12,544
Legacy Client Core Research Advisor Conversion to Core Connect Advisor 25+ seats	Renewal ONLY	\$10,938
Legacy Client Core Research Reference Conversion to Core Connect Reference 1-9 seats	Renewal ONLY	\$13,332
Legacy Client Core Research Reference Conversion to Core Connect Reference 10-24 seats	Renewal ONLY	\$10,403
Legacy Client Core Research Reference Conversion to Core Connect Reference 25+ seats	Renewal ONLY	\$7,757
GARTNER FOR IT LEADERS (GITL)		
GITL Reference single-member	Active	\$20,624
GITL Reference multi-member	Active	\$13,140
GITL Advisor single-member	Active	\$30,633
GITL Advisor multi-member	Active	\$23,139
GARTNER FOR IT LEADERS (GITL) WORKGROUP CROSS FUNCTION		

GITL Advisor Workgroup Cross Function: 1 Advisor & 3 Workgroup Members	Active	\$62,540
GITL Advisor Workgroup Cross Function: 1 Advisor & 4 Workgroup Members	Active	\$75,902
GITL Advisor Workgroup Cross Function: 1 Advisor & 5 Workgroup Members	Active	\$89,264
GITL Advisor Workgroup Cross Function: 1 Advisor & 6 Workgroup Members	Active	\$102,627
GITL Advisor Workgroup Cross Function: 1 Advisor & 7 Workgroup Members	Active	\$115,989
GITL Advisor Workgroup Cross Function: 1 Advisor & 8 Workgroup Members	Active	\$129,351
GITL Advisor Workgroup Cross Function: 1 Advisor & 9 Workgroup Members	Active	\$142,703
GITL Advisor Workgroup Cross Function: 1 Advisor & 10 Workgroup Members	Active	\$156,066
GARTNER FOR IT LEADERS (GITL) WORKGROUP ROLE		
GITL Advisor Workgroup Role: 1 Advisor & 3 Workgroup Members	Active	\$47,339
GITL Advisor Workgroup Role: 1 Advisor & 4 Workgroup Members	Active	\$55,631
GITL Advisor Workgroup Role: 1 Advisor & 5 Workgroup Members	Active	\$63,923
GITL Advisor Workgroup Role: 1 Advisor & 6 Workgroup Members	Active	\$72,215
GITL Advisor Workgroup Role: 1 Advisor & 7 Workgroup Members	Active	\$80,518
GITL Advisor Workgroup Role: 1 Advisor & 8 Workgroup Members	Active	\$88,810
GITL Advisor Workgroup Role: 1 Advisor & 9 Workgroup Members	Active	\$97,102
GITL Advisor Workgroup Role: 1 Advisor & 10 Workgroup Members	Active	\$105,394
GARTNER FOR IT LEADERS (GITL) WORKGROUP ESSENTIALS		
GITL Advisor Workgroup Essentials: 1 Advisor & 3 Workgroup Members	Active	\$42,451
GITL Advisor Workgroup Essentials: 1 Advisor & 4 Workgroup Members	Active	\$49,117
GITL Advisor Workgroup Essentials: 1 Advisor & 5 Workgroup Members	Active	\$55,783
GITL Advisor Workgroup Essentials: 1 Advisor & 6 Workgroup Members	Active	\$62,449
GITL Advisor Workgroup Essentials: 1 Advisor & 7 Workgroup Members	Active	\$69,115
GITL Advisor Workgroup Essentials: 1 Advisor & 8 Workgroup Members	Active	\$75,781
GITL Advisor Workgroup Essentials: 1 Advisor & 9 Workgroup Members	Active	\$82,447
GITL Advisor Workgroup Essentials: 1 Advisor & 10 Workgroup Members	Active	\$89,113
GARTNER FOR IT LEADERS (GITL) WORKGROUP - Renewal ONLY		
GITL Advisor Workgroup: 1 Advisor & 3 Workgroup Members	Renewal ONLY	\$40,238
GITL Advisor Workgroup: 1 Advisor & 4 Workgroup Members	Renewal ONLY	\$45,632
GITL Advisor Workgroup: 1 Advisor & 5 Workgroup Members	Renewal ONLY	\$51,025
GITL Advisor Workgroup: 1 Advisor & 6 Workgroup Members	Renewal ONLY	\$56,419
GITL Advisor Workgroup: 1 Advisor & 7 Workgroup Members	Renewal ONLY	\$61,802
GITL Advisor Workgroup: 1 Advisor & 8 Workgroup Members	Renewal ONLY	\$67,195
GITL Advisor Workgroup: 1 Advisor & 9 Workgroup Members	Renewal ONLY	\$72,569
GITL Advisor Workgroup: 1 Advisor & 10 Workgroup Members	Renewal ONLY	\$77,962
INDUSTRY ADVISORY SERVICE (IAS-G)		
IAS-G Reference single-member	Active	\$28,684

IAS-G Reference multi-member	Active	\$20,200
IAS-G Advisor single member	Active	\$42,521
IAS-G Advisor multi member	Active	\$34,037
IAS-G Advisor Add-on to IT Executives or Enterprise IT Leaders	Active	\$9,999
IAS-G Advisor Workgroup: 1 Advisor & 3 Workgroup Members	Active	\$50,399
IAS-G Advisor Workgroup: 1 Advisor & 4 Workgroup Members	Active	\$55,853
IAS-G Advisor Workgroup: 1 Advisor & 5 Workgroup Members	Active	\$61,307
IAS-G Advisor Workgroup: 1 Advisor & 6 Workgroup Members	Active	\$66,761
IAS-G Advisor Workgroup: 1 Advisor & 7 Workgroup Members	Active	\$72,215
IAS-G Advisor Workgroup: 1 Advisor & 8 Workgroup Members	Active	\$77,669
IAS-G Advisor Workgroup: 1 Advisor & 9 Workgroup Members	Active	\$83,123
IAS-G Advisor Workgroup: 1 Advisor & 10 Workgroup Members	Active	\$88,577
IT EXECUTIVE PORTFOLIO		
IT Executives CIO Signature	Active	\$81,396
IT Executives CIO single member	Active	\$73,609
IT Executives CIO multi-member	Active	\$65,337
IT Executive Essentials single-member	Active	\$49,227
IT Executive Essentials multi-member	Active	\$44,036
Gartner for Leadership Development Add-on to GITL, EITL, or IT Executive	Active	\$19,392
CIO Academy Classic North America for IT Executives Programs Member	Active	TBD
CIO Academy Classic North America	Active	TBD
IT Executives Delegate Add-on *	Active	\$34,552
IT Executive 2 Meetings Add-on *	Active	\$12,908
* Check with Sales representative for availability		
ENTERPRISE IT LEADERS (EITL)		
EITL single-member **	Active	\$54,469
EITL multi-member **	Active	\$45,299
** Choose one: Applications (SAP), Enterprise Architecture, Infrastructure & Operations, Security & Risk Management, or Sourcing & Procurement		
ENTERPRISE IT LEADERS (EITL) WORKGROUP CROSS FUNCTION		
EITL Workgroup Cross Function: 1 EITL Member & 3 Workgroup Members	Active	\$84,053
EITL Workgroup Cross Function: 1 EITL Member & 4 Workgroup Members	Active	\$97,415
EITL Workgroup Cross Function: 1 EITL Member & 5 Workgroup Members	Active	\$110,777
EITL Workgroup Cross Function: 1 EITL Member & 6 Workgroup Members	Active	\$124,140
EITL Workgroup Cross Function: 1 EITL Member & 7 Workgroup Members	Active	\$137,502
EITL Workgroup Cross Function: 1 EITL Member & 8 Workgroup Members	Active	\$150,864

EITL Workgroup Cross Function: 1 EITL Member & 9 Workgroup Members	Active	\$164,216
EITL Workgroup Cross Function: 1 EITL Member & 10 Workgroup Members	Active	\$177,579
ENTERPRISE IT LEADERS (EITL) WORKGROUP ROLE		
EITL Workgroup Role: 1 EITL Member & 3 Workgroup Members	Active	\$68,852
EITL Workgroup Role: 1 EITL Member & 4 Workgroup Members	Active	\$77,144
EITL Workgroup Role: 1 EITL Member & 5 Workgroup Members	Active	\$85,436
EITL Workgroup Role: 1 EITL Member & 6 Workgroup Members	Active	\$93,728
EITL Workgroup Role: 1 EITL Member & 7 Workgroup Members	Active	\$102,031
EITL Workgroup Role: 1 EITL Member & 8 Workgroup Members	Active	\$110,323
EITL Workgroup Role: 1 EITL Member & 9 Workgroup Members	Active	\$118,615
EITL Workgroup Role: 1 EITL Member & 10 Workgroup Members	Active	\$126,907
ENTERPRISE IT LEADERS (EITL) WORKGROUP ESSENTIALS		
EITL Workgroup Essentials: 1 EITL Member & 3 Workgroup Members	Active	\$63,974
EITL Workgroup Essentials: 1 EITL Member & 4 Workgroup Members	Active	\$70,630
EITL Workgroup Essentials: 1 EITL Member & 5 Workgroup Members	Active	\$77,296
EITL Workgroup Essentials: 1 EITL Member & 6 Workgroup Members	Active	\$83,962
EITL Workgroup Essentials: 1 EITL Member & 7 Workgroup Members	Active	\$90,628
EITL Workgroup Essentials: 1 EITL Member & 8 Workgroup Members	Active	\$97,294
EITL Workgroup Essentials: 1 EITL Member & 9 Workgroup Members	Active	\$103,960
EITL Workgroup Essentials: 1 EITL Member & 10 Workgroup Members	Active	\$110,626
ENTERPRISE IT LEADERS (EITL) WORKGROUP - Renewal ONLY		
EITL Workgroup - 1 EITL Member and 3 workgroup members	Renewal ONLY	\$61,448
EITL Workgroup - 1 EITL Member and 4 workgroup members	Renewal ONLY	\$66,842
EITL Workgroup - 1 EITL Member and 5 workgroup members	Renewal ONLY	\$72,225
EITL Workgroup - 1 EITL Member and 6 workgroup members	Renewal ONLY	\$77,619
EITL Workgroup - 1 EITL Member and 7 workgroup members	Renewal ONLY	\$83,002
EITL Workgroup - 1 EITL Member and 8 workgroup members	Renewal ONLY	\$88,395
EITL Workgroup - 1 EITL Member and 9 workgroup members	Renewal ONLY	\$93,779
EITL Workgroup - 1 EITL Member and 10 workgroup members	Renewal ONLY	\$99,182
GARTNER FOR IT ASSOCIATES ***		
Gartner for IT Associates 100 documents *	Active	\$17,170
Gartner for IT Associates 200 documents	Active	\$34,340
Gartner for IT Associates 300 documents	Active	\$51,510
Gartner for IT Associates 400 documents	Active	\$68,680
Gartner for IT Associates 500 documents	Active	\$85,850
Gartner for IT Associates 500+ documents	Active	Contact Sales Rep
* Check with Sales representative for availability		

*** Purchasing terms and conditions apply		
IT NEWS and INSIGHTS		
IT News and Insights - per seat	Active	\$505
STRATEGIC ADVISORY SERVICES (SAS)		
SAS Worldwide Client - Internal Use of Analyst Time	Active	\$12,625
SAS Worldwide Client - Remote Advisory Engagement	Active	\$6,363
SAS Worldwide Client - External Speaking Engagement	Active	\$20,503
EVENTS		
2011 Symposium Ticket	Active	\$2,924
2011 Themed Summit Ticket	Active	\$1,914

SECTION 2 - Pricing for Non-Profit Higher Ed Institutions ONLY

Higher Education - Core Research Add-on Seats - Reference 1-9 users	Active	\$11,009
Higher Education - Core Research Add-on Seats - Reference 10-24 users	Active	\$8,181
Higher Education - Core Research Add-on Seats - Advisor 1-9 users	Active	\$18,685
Higher Education - Core Research Add-on Seats - Advisor 10-24 users	Active	\$10,403
Higher Education - Core Research Campus Level Reference <4,999 FTE	Active	\$18,685
Higher Education - Core Research Campus Level Reference 5,000-9,999 FTE	Active	\$37,370
Higher Education - Core Research Campus Level Reference 10,000-24,999 FTE	Active	\$56,156
Higher Education - Core Research Campus Level Reference 25,000+ FTE	Active	\$74,841
Higher Education - Core Research Campus Level Reference - Community Colleges ONLY	Active	\$18,685

BURTON IT1 ***

Gartner for Technical Professionals Department ***		
Gartner for Technical Professionals Department Advisor	Active	\$93,829
Gartner for Technical Professionals Department Reference	Active	\$63,226
*** Purchasing terms and conditions apply		
Gartner for Technical Professionals for Small and Mid Size Government Agency - LIMITED AVAILABILITY ****		
Gartner for Technical Professionals Advisor for Agency with up to 4,000 Employees	Active	\$47,470
Gartner for Technical Professionals Reference for Agency with up to 4,000 Employees	Active	\$31,613
**** Check with Sales representative for availability. Purchasing terms and conditions apply		

Consulting Services Hourly Consulting Rates *In accordance with section 287.056(1), Florida Statutes, state agencies are required to procure consulting services from existing state term contracts and any other state term contracts established after the execution of this agreement. Other Eligible Users are authorized under this Alternate Contract Source to purchase the hourly consulting rates listed in Attachment B.		All hourly rates at plus (T&E)
Associate Consultant	Hour	\$179
Consultant	Hour	\$249
Sr. Consultant	Hour	\$339
Associate Director	Hour	\$424
Director	Hour	\$494
Vice President	Hour	\$589

¹ Gartner reserves the right to refresh its pricing and product offerings on an annual basis consistent with the prices listed in the Gartner GSA Group 70 IT schedule price list. The refreshed Pricing and Product offering will be provided to VITA in January of each new calendar year and applicable to any renewal of existing services or initiation of new services.

² The pricing for each year is based on GSA or Gartner SLG price plus the Florida admin fee of 1%.

Walters, Vivian (SPEE)

From: Brown, Margaret (ISD)
Sent: Monday, July 02, 2012 3:36 PM
To: Walters, Vivian (SPEE)
Subject: FW: RQET1200010 - State of Florida Contract 973-501-12-ACS
Attachments: Miami-Dade County ITD GITL WGCF Quote.doc; sd_itl_advisor_wg_cf.pdf; ACS # 973-501-12-ACS_IT Research & Advisory Services.pdf; RQET1200010-Input Doc.pdf; RQET1200010-Mkt Research.pdf; RQET1200010SBDinput.docx

Vivian, I am so sorry, change made.

From: Brown, Margaret (ISD)
Sent: Monday, July 02, 2012 3:03 PM
To: Walters, Vivian (SPEE)
Subject: RQET1200010 - State of Florida Contract 973-501-12-ACS

<http://vita2.virginia.gov/procurement/contracts/docs/abstracts/va-120501-garg.pdf>

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contracts_agreements_and_price_lists/alternate_contract_source/it_research_and_advisory_services

Vivian, see the links above to the VITA and SOF contracts where the term is noted.

Margaret Brown, CPPB
Procurement Contracting Officer
Miami-Dade County
Procurement Management
111 NW 1st Street, Suite 1300
Miami, FL 33128
P: (305) 375-4914 F: (305) 375-5688
e-mail: mwater@miamidade.gov
visit our website: <http://www.miamidade.gov/dpm/>

Walters, Vivian (SPEE)

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